

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF TENNESSEE
NORTHERN DIVISION**

**JOHNSON & ASSOCIATES, LLC &
JOHNSON INDUSTRIAL, LLC**

CIVIL ACTION NO.

JUDGE

VERSUS

MAGISTRATE JUDGE

**THE HANOVER INSURANCE GROUP,
INC., THE HANOVER AMERICAN
INSURANCE COMPANY & BB&T
INSURANCE SERVICES, INC.**

NOTICE OF REMOVAL

PLEASE TAKE NOTICE that, with a full reservation of all rights, defenses, and, The Hanover Insurance Group, Inc. (“Hanover Group”), and The Hanover American Insurance Company (“Hanover American”), named as a defendants in that certain proceeding entitled *Johnson & Associates, LLC and Johnson Industrial, LLC v. The Hanover Insurance Group, Inc., The Hanover American Insurance Company, and BB&T Insurance Services, Inc.*, No. B0024946(M), filed in the Chancery Court for Sullivan County, State of Tennessee, hereby files this Notice of Removal and removes this action to the United States District Court for the Eastern District of Tennessee, Northern Division. Pursuant to 28 U.S.C. §§ 1441 and 1446, The Hanover Group and Hanover American respectfully state the grounds of removal as follows:

1.

The state court civil action described above was commenced by Johnson & Associates, LLC and Johnson Industrial, LLC (“Plaintiffs”) in the Chancery Court for Sullivan County, State of Tennessee, when they filed their Complaint on or about December 19, 2014, wherein they named Hanover Group and Hanover American as defendants.

2.

This is an action for insurance coverage under a policy allegedly issued to Plaintiffs by Hanover Group and Hanover American, and procured by BB&T Insurance Services, Inc. (“BB&T”) for alleged property damage resulting from a burglary.

3.

Hanover Group was served with the state court Complaint and Summons on January 8, 2015. Hanover American was served with the state court Complaint and Summons on January 8, 2015. Thus, thirty (30) days have not elapsed since Hanover Group and Hanover American first received Plaintiffs’ Complaint and Summons through service of process or otherwise, and removal is timely under 28 U.S.C. §§ 1441 and 1446.

4.

Venue is proper in this Court because the Chancery Court for Sullivan County, State of Tennessee, is a state court within the Eastern District of Tennessee, Northern Division, pursuant to 28 U.S.C. § 123(a)(2).

5.

Plaintiff, Johnson & Associates, LLC, avers in the Complaint that it is a Virginia limited liability company with its principal place of business in Virginia.

6.

Plaintiff, Johnson Industrial, LLC, avers in the Complaint that it is a Tennessee limited liability company with its principal place of business in Virginia.

7.

Defendant, Hanover Group, is a Delaware corporation, with its principal place of business in Massachusetts.

8.

Defendant, Hanover American, is a New Hampshire corporation, with its principal place of business in Massachusetts.

9.

Defendant, BB&T, is, upon information and belief, a North Carolina corporation, with its principal place of business in North Carolina.

10.

According to the allegations of Plaintiffs' state court Complaint, Plaintiffs "are in the business of leasing...the Covered Property." Compl. ¶ 9. They alleged further that the "Policy recited that the Covered Property was insured, that it was vacant, that the 'limit of insurance was \$12,945,622, and that the 'theft deductible' was \$10,000." *Id.* ¶ 22. Allegedly, as a result of a "burglary/breaking and entering at the Covered Property...the Covered Property suffered significant damage." *Id.* ¶¶ 26-27. Plaintiffs further allege that the "cost to repair the Covered Property has been estimated at no less than \$937,670," but "the Hanover Defendants improperly and in violation of the Policy...denied Plaintiffs' claim." *Id.* ¶¶ 28-30. Plaintiffs also allege that if it is found that the Policy does not cover their loss, then they are "entitled to recover from [BB&T] for failure to procure insurance." *Id.* ¶ 50.

11.

Plaintiffs pray for damages "in a total amount not less than \$1,000,000 and not more than \$1,500,000, subject to revision as additional information becomes available." *Id.*, at Prayer for Relief.

12.

Based upon the nature and extent of the damages alleged and prayed for in the Plaintiffs' Complaint, the amount in controversy exceeds \$75,000, exclusive of interest and costs.

13.

Thus, the claim asserted by Plaintiffs is a civil action brought in a state court over which this United State District Court would have original jurisdiction under of 28 U.S.C. § 1332, because the parties to this case are citizens of different state and the amount in controversy exceeds \$75,000, exclusive of interest and costs, and may be removed to this Court pursuant to 28 U.S.C. § 1441.

14.

Attached hereto collectively as Exhibit "A" are copies of all process, pleadings, and orders served upon Hanover Group, pursuant to 28 U.S.C. §1446(a), as well as a copy of all process, pleadings and orders available in the state court record pursuant to 28 U.S.C. §1447(b)

15.

Plaintiffs did not make a demand for a trial by jury in state court.

16.

All defendants that have been named in Plaintiffs' Complaint, that were properly served at the time of the filing of this Notice of Removal have consented, in writing, to the removal of this action. That consent is attached to this notice as Exhibit "B."

17.

Promptly after filing this Notice of Removal, Hanover Group and Hanover American will serve a copy this Notice of Removal upon opposing counsel and file with the Clerk of the

Chancery Court for Sullivan County, State of Tennessee, a copy of this Notice of Removal, as provided by law, to effect the removal of the state court action, pursuant to 28 U.S.C. § 1446(d).

WHEREFORE, The Hanover Insurance Group, Inc., and The Hanover American Insurance Company, pray that this Notice of Removal be accepted as good and sufficient, and that the aforesaid action, entitled *Johnson & Associates, LLC and Johnson Industrial, LLC v. The Hanover Insurance Group, Inc., The Hanover American Insurance Company, and BB&T Insurance Services, Inc.*, No. B0024946(M), filed in the Chancery Court for Sullivan County, State of Tennessee, be removed to the United State Court for the Eastern District of Tennessee, Northern Division, and that this Honorable Court assume full and complete jurisdiction thereof and issue all necessary orders and grant all general and equitable relief to which defendants are entitled.

Respectfully submitted,

EGERTON, McAFEE, ARMISTEAD & DAVIS, P.C.

BY: s/ Rockforde D. King

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ATTORNEYS FOR THE HANOVER INSURANCE
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CERTIFICATE OF SERVICE

This is to certify that a copy of the foregoing Notice of Removal was served on February 4, 2015 with the Clerk of Court by using the CM/ECF system. The undersigned further certifies that a copy of the foregoing Notice of Removal was served on counsel for all parties to this proceeding by mail and facsimile. The undersigned further certifies that a copy of the foregoing Notice of Removal is being filed with the Clerk of the Chancery Court for Sullivan County, State of Tennessee, where the underlying action is pending.

s/ Rockforde D. King

Rockforde D. King